

3 A RESOLUTION OF THE COMMON COUNCIL  
4 OF THE CITY OF FORT WAYNE, INDIANA,  
5 APPROVING AN INTER-LOCAL AGREEMENT  
6 WITH THE ALLEN COUNTY PUBLIC LIBRARY  
7 FOR THE OPERATION AND DEVELOPMENT OF  
8 THE FORT WAYNE GOVERNMENT CABLE  
9 TELEVISION CHANNEL.

10 WHEREAS, the City of Fort Wayne Cable  
11 Television Franchise Agreement requires the establishment  
12 of a Government Access Channel on the cable television  
13 system; and

14 WHEREAS, the City of Fort Wayne is desirous of  
15 developing its Government Access Channel for the purpose  
16 of informing the citizens of Fort Wayne about their City  
17 government; and

18 WHEREAS, the Allen County Public Library has  
19 experience and expertise in developing and operating  
20 public access cable channels; and

21 WHEREAS, the Fort Wayne Board of Public Works  
22 has entered into an Inter-local Agreement with the Allen  
23 County Public Library for the Operation and Development  
24 of the Fort Wayne Government Cable Channel and the Board  
25 further recommends that the Fort Wayne Common Council  
26 ratify and approve said Agreement.

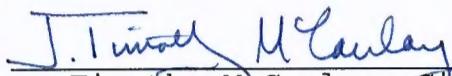
27 NOW, THEREFORE, BE IT RESOLVED BY THE COMMON  
28 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

29 SECTION 1. The Common Council of the City of  
30 Fort Wayne, Indiana, hereby ratifies and approves the  
31 Inter-local Agreement between the Allen County Public  
32 Library for the Operation and Development of the Fort  
Wayne Government Cable Channel and the Fort Wayne Board  
of Public Works, attached hereto and made a part hereof.

1 SECTION 2. That this Resolution shall remain  
2 in full force and effect from and after its passage and  
3 any and all necessary approval by the Mayor.

4   
5 Council Member

6 APPROVED AS TO FORM  
7 AND LEGALITY

8   
9 J. Timothy McCaulay, City Attorney

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Read the first time in full and on motion by Sandra E. Kennedy, seconded by                   , and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on                   , the                   , day of                   , 19          , at                    o'clock M. E.S.T.

DATED: 12-19-95

Sandra E. Kennedy, CITY CLERK

Read the third time in full and on motion by Sandra E. Kennedy, and duly adopted, placed on its passage. PASSED                    LOST  
by the following vote:

|             | AYES     | NAYS | ABSTAINED | ABSENT |
|-------------|----------|------|-----------|--------|
| TOTAL VOTES | <u>9</u> |      |           |        |
| BENDER      | <u>✓</u> |      |           |        |
| CRAWFORD    | <u>✓</u> |      |           |        |
| EDMONDS     | <u>✓</u> |      |           |        |
| HALL        | <u>✓</u> |      |           |        |
| HAYHURST    | <u>✓</u> |      |           |        |
| HENRY       | <u>✓</u> |      |           |        |
| LUNSEY      | <u>✓</u> |      |           |        |
| RAVINE      | <u>✓</u> |      |           |        |
| SCHMIDT     | <u>✓</u> |      |           |        |

DATED: 1-9-96

Sandra E. Kennedy, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. Q-01-96  
on the 9th day of January, 1996

ATTEST:

(SEAL)

Sandra E. Kennedy  
ANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Don J. Schmidt

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of January, 1996,  
at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy, CITY CLERK

Approved and signed by me this 11th day of January,  
996, at the hour of 5:00 o'clock P.M., E.S.T.

Paul Helmke, MAYOR

MEMO December 18, 1995

Q-95-12-23

TO: Fort Wayne Common Council

FROM: Linda Buskirk, Director of Public Works

RE: Recommendation of an Inter-local Agreement between the City of Fort Wayne and the Allen County Public Library for the operation and development of the Government Cable Television Access Channel.

How would you like the opportunity to host a live call-in show on television with your constituents? Wouldn't it be great to see a documentary on TV explaining the City budget? With safe drinking water concerns in the national news these days, imagine a televised "tour" of our Water Filtration Plant, explaining its testing and processing procedures? All this and more can be the future of Channel 18!

Ever since 1997, when the City of Fort Wayne first authorized a cable television franchise, it has had the opportunity to develop a "government access channel" on the cable system. Comcast designated Channel 18 for that purpose, but through the years City government did not do much to actively pursue programming on that channel. Meanwhile, the Allen County Public Library aggressively developed Channel 10 as a "public access" channel, giving the public a voice on the cable system. The Library also assisted Fort Wayne Community Schools in developing Channel 20 as an "educational access" channel, while Indiana University - Purdue University at Fort Wayne developed Channel 6 as a college "educational access" channel.

During the City's negotiations with Comcast to renew our Cable Television Franchise Agreement, the City stressed its desire to develop Channel 18 as well as to enhance the Library's Channel 10 activities. Comcast agreed to help fund these efforts with \$800,000 in grant money, to be paid over the 15-year life of the franchise (this grant is in addition to the franchise fees Comcast pays to the City). The City has also pledged to spend a portion of the franchise fees it receives on Channel 18 programming.

So, we have the funding and the desire, but who can make it happen? Should we create a new City department and build studio facilities in the City-County Building, as many other cities have done? The City administration believes a more prudent start would be to enter into an inter-local agreement with the Allen County Public Library. Through this agreement, the Library would in effect become the "manager" of Channel 18, while the City would maintain all editorial and programming decision-making.

The Board of Public Works has approved the agreement, but it must be ratified by both the Fort Wayne Common Council and the Allen County Public Library Board of Trustees.

As proposed, here are the highlights of the inter-local agreement:

**Term:** 5 years.

**Cost:** The City will pay to the Library the amount of dollars allocated to the government access channel by City Ordinance. Currently, this is averaging approximately \$66,400 per year.

**Scope of Service:** Highlights: Purchasing portable studio equipment to originate programming in the City-County Building and other equipment for the playback of government programs; cablecasting City Council meetings; evaluate and recommend ways to improve the sound quality of Council meetings; train City staff in video production and provide trained Channel 10 volunteers to help with productions; cablecast live call-in shows with elected and appointed City officials; produce programs featuring City departments and functions (see inter-local agreement for more details).

**Programming decisions:** This is a City responsibility, under which the City would establish a Government Channel Editorial Board consisting of three members: 1 appointed by the Mayor; 1 appointed by City Council; 1 selected by mutual agreement of the first two. This Board will designate one of its members to be the sole contact between the City and the Library.

This agreement between the City and the Library will be the beginning of what should be an exciting new era in the life of Channel 18. If you have any questions regarding it, please contact me at 427-1109, or Steve Fortriede at the Allen County Public Library, 424-7241, ext. 2219.

INTER-LOCAL AGREEMENT  
FOR  
OPERATION AND DEVELOPMENT  
OF  
GOVERNMENT CABLE CHANNEL

THIS AGREEMENT made and executed this 20 day of DECEMBER, 1995, and effective the first day of January, 1996, between the Allen County Public Library, hereinafter "ACPL" and the City of Fort Wayne, hereinafter "City" is an inter-local agreement for the purposes of securing technical services from ACPL for offering a communication center/government channel.

Recitals:

WHEREAS, the current cable T.V. licensing agreement with Comcast Cable Corporation provides for a full-time government channel and,

WHEREAS, full-time channel access will not be available until approximately two years from the implementation of this agreement and,

WHEREAS, the City desires to increase and improve programming on the government channel, beginning immediately and insofar as is possible in the restricted times available and,

WHEREAS, during that time, it will be necessary to acquire certain personnel and equipment to begin development of the government channel and,

WHEREAS, ACPL has experience and expertise in developing and operating public access cable channels.

NOW THEREFORE in consideration of the foregoing and the mutual covenants hereinafter contained, the sufficiency of which consideration is accepted, ACPL and City agree as follows:

1. Term: This agreement shall extend for a period of five (5) years from the effective date thereof unless sooner terminated by either party under the provisions of paragraph six (6) and may be renewed upon mutual agreement of the parties. Negotiations concerning renewal shall commence at least 120 days prior to expiration.
2. Purpose: The purpose of this agreement is to provide for the development, equipping, and operation of a government cable T.V. channel.

3. **Budgeting:**

A. Funding for government programming shall be derived from Cable Fund dollars allocated to the government channel under City Ordinance Number G-27-95, or any other applicable ordinance, together with other funds as and if made available by the City. ACPL shall not be obligated to supplement these funds in any manner from its own resources or from any other source.

B. ACPL shall annually, by the first day of November of each year, propose a budget and scope of services for the coming year, as well as a long range plan for the remaining term of this agreement and shall submit the proposal to the Editorial Board.

4. **Editorial Board:** The City will establish the Government Channel Editorial Board consisting of three members:

- a. One (1) designated by the Mayor
- b. One (1) designated by the Common Council
- c. One (1) selected by mutual agreement of the first two, each to serve at the pleasure of the appointing body.

The Government Channel Editorial Board will have the power and authority to:

- d. Select from among its members one person who shall serve as its Chair and who shall be the single person through whom all official communications to and from ACPL shall pass.
- e. Develop, maintain, review, and enforce editorial policies for the government channel.
- f. Set and resolve questions of conflict among priorities for programming, playback times, and use of equipment.
- g. Review the budget, scope of services for the coming year, and long-term plans for the government channel as presented by ACPL.

5. **Scope of Service**

A. **Initial Year**

In the first year of this agreement, ACPL will:

1. Purchase portable studio equipment for origination facility in City-County Building.
2. Purchase equipment for playback of government programs.
3. Retain degreed professional as full-time coordinator for government channel.
4. Cablecast City Council meetings beginning two weeks after signing (using three cameras and an experienced crew).
5. Evaluate and recommend improvements to existing sound system

6. Produce standard opening and close for council cablecast.
7. Produce screening of agenda and programs relating to content of issues to be addressed during the meetings.
8. Produce and run promotions for council meeting to be cablecast on channel 10.
9. Train City staff in video production and provide trained channel 10 volunteers to help with productions.
10. Assist City in identifying existing programming of benefit to City departments.

Additionally, the following services will be performed upon request and when technically feasible:

11. Cablecast at least one other city agency meeting per week - live, or tape depending on facility availability.
12. Cablecast live call-in programs for city officials bi-weekly (produce at channel 10 studios).
13. Cablecast special events such as Lincoln Leadership Conference, live or taped, depending on facility availability.
14. Produce programs featuring City departments and functions.
15. Provide personnel and equipment to cablecast any emergency messages to be cablecast over the government channel.
16. Assist City with teleconferencing and program development.

ACPL shall not be obligated to perform any such action unless the request or approval to do so shall have been communicated to the Government Access Coordinator by the Chair of the Editorial Board.

#### B. Long Range Goal

The current long range objective is to cablecast 168 hours a week on the government channel. Until the channel becomes available full-time, ACPL will use the budgeted funds to train personnel; to acquire equipment that will be used in the operation of the channel; and to produce programming to be cablecast on the government channel at times specified by the City.

6. Termination: This agreement is subject to annual distribution of cable access dollars and appropriation by the common council of the City of Fort Wayne and is terminable with or without cause at the end of any one calendar year by either party upon 120 days written notice of termination.
7. Status of Employees: This agreement is a services agreement to City by ACPL. All persons employed to perform services under the terms of this agreement by ACPL shall be considered employees of ACPL, which shall provide all benefits provided to any other ACPL employee in similar circumstances. ACPL shall provide workers' compensation insurance covering said employees and shall indemnify City of and from any claims arising out of the performance of services to City by said employees. Likewise City shall provide workers' compensation or other coverage covering its employees and shall indemnify ACPL of and from any claims arising out of the performance of duties relating to the government channel by said employees.
8. Development of Access Rules and Programming Policy: As the owner of the government channel, City shall be responsible for all access rules and programming policies. ACPL agrees to consult with City and to provide its expertise in developing such rules and policies. Recommendations for such rules and policies shall be developed by the Editorial Board who shall recommend said rules and policies for adoption by the City.
9. Insurance and Waivers: Subject to the limitations of any insuring agreement covering the respective parties, parties hereby mutually waive claims against the other, except such claims that may arise from the willful negligence of either of the parties.
10. Approvals: This agreement is subject to final approval by the common council of the City of Fort Wayne and the Board of Library Trustees of the Allen County Public Library.
11. Governing Law: This agreement shall be governed by the law of the State of Indiana.
12. General Construction: Where made necessary by the context of this agreement, the masculine includes the feminine and the neuter, and the plural includes the singular and the singular includes the plural. The captions are inserted for convenience only and shall not be deemed part of the contract language.
13. Amendments and Modifications: This agreement may only be amended or modified by a written agreement between the parties executed with the same formality as the existing agreement.

EXECUTED this 20 day of DECEMBER, 1995.

Allen County Public Library

\_\_\_\_\_  
Jack Carmean, President  
Board of Library Trustees

City of Fort Wayne, by its  
Board of Public Works

\_\_\_\_\_  
Linda Buskirk  
Linda Buskirk, Chairman  
& Director of Public Works

\_\_\_\_\_  
C. James Owen  
C. James Owen, Member

\_\_\_\_\_  
Terrance P. McCaffrey  
Terrance P. McCaffrey, Member

ATTEST:

Patricia J. Crick

Patricia Crick, Clerk of  
Board of Works

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
R. David Boyer, Associate Attorney  
for City of Fort Wayne

This instrument prepared by R. David Boyer, Attorney at Law  
Attorney I.D.# 2885-02-

DIGEST SHEET

TITLE OF ORDINANCE RESOLUTION

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE APPROVES AND RATIFIES AN INTER-LOCAL AGREEMENT BETWEEN THE BOARD OF PUBLIC WORKS AND THE ALLEN COUNTY PUBLIC LIBRARY TO DEVELOP AND OPERATE THE FORT WAYNE GOVERNMENT CABLE CHANNEL.

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EFFECT OF PASSAGE INTER-LOCAL AGREEMENT IS APPROVED.

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EFFECT OF NON-PASSAGE INTER-LOCAL AGREEMENT IS NOT APPROVED.

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MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \_\_\_\_\_

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ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_

BILL NO. R-95-12-23

REPORT OF THE COMMITTEE ON  
FINANCE  
THOMAS C. HENRY - JOHN N. CRAWFORD - CO-CHAIR  
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) OF THE COMMON COUNCIL  
OF THE CITY OF FORT WAYNE, INDIANA, APPROVING AN INTER-LOCAL AGREEMENT  
WITH THE ALLEN COUNTY PUBLIC LIBRARY FOR THE OPERATION AND DEVELOPMENT  
OF THE FORT WAYNE GOVERNMENT CABLE TELEVISION CHANNEL

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HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (RESOLUTION)

DO PASS      DO NOT PASS      ABSTAIN      NO REC

|                           |       |       |       |
|---------------------------|-------|-------|-------|
| <u>Thomas C. Henry</u>    | _____ | _____ | _____ |
| <u>John N. Crawford</u>   | _____ | _____ | _____ |
| <u>Martin A. Gandy</u>    | _____ | _____ | _____ |
| <u>Thomas G. Haynes</u>   | _____ | _____ | _____ |
| <u>Deecey L. Lakin</u>    | _____ | _____ | _____ |
| <u>Dickie Sell</u>        | _____ | _____ | _____ |
| <u>Mike Smith</u>         | _____ | _____ | _____ |
| <u>OSA</u>                | _____ | _____ | _____ |
| <u>Marine R. Commonds</u> | _____ | _____ | _____ |

DATED: 1-9-96

Sandra E. Kennedy  
City Clerk